

STATE OF NORTH CAROLINA  
WAKE COUNTY

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION  
16 CVS 12038

STATE OF NORTH CAROLINA, ex rel.  
JOSH STEIN, Attorney General,

Plaintiff,

v.

CHARLOTTE FURNITURE, LLC d/b/a/  
CHARLOTTE FURNITURE STORE;  
ADEL JUDEH, individually and in his  
capacity as owner and manager of  
CHARLOTTE FURNITURE, LLC d/b/a  
CHARLOTTE FURNITURE STORE;  
NADER JUDEH, individually and in his  
capacity as manager of CHARLOTTE  
FURNITURE, LLC d/b/a CHARLOTTE  
FURNITURE STORE,

Defendants.

**CONSENT JUDGMENT**

THIS CAUSE came on to be heard and was heard before the undersigned Wake County Superior Court Judge for entry of a Consent Judgment between Plaintiff, State of North Carolina, by and through its Attorney General, and Defendants, Charlotte Furniture, LLC d/b/a Charlotte Furniture Store (“Defendant Charlotte Furniture”), Adel Judeh, and Nader Judeh, all represented by attorney Paul Bass. The Court finds the parties have resolved the matters in controversy between them and have agreed to the entry of this Consent Judgment (“Consent Judgment”) by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

## **I. FINDINGS OF FACT**

1. Plaintiff State of North Carolina is acting through its Attorney General, Josh Stein, pursuant to authority granted in Chapters 75 and 114 of the North Carolina General Statutes to protect the consuming public from unlawful business practices.

2. At all times relevant to this action, Defendant Charlotte Furniture operated a business located in Charlotte, North Carolina advertising and selling furniture.

3. Defendant Adel Judeh was a manager and member of Defendant Charlotte Furniture.

4. Defendant Nader Judeh was a member of Defendant Charlotte Furniture.

5. On September 27, 2016, the State filed its Complaint.

6. On October 13, 2016, counsel for Defendants accepted service of the Complaint.

7. The State alleges that Defendants violated the Unfair and Deceptive Trade Practices Act, N.C. Gen. Stat. § 75-1.1, *et seq.*, by:

- (a) Knowingly giving consumers unrealistic estimated dates for delivery when Defendants knew that they could not deliver the furniture within that time-frame;
- (b) Knowingly failing to communicate with consumers regarding their orders long after the consumers' estimated delivery dates had passed;
- (c) Knowingly making misleading statements upon which the consumer was likely to rely to the consumers' detriment, including, but not limited to, statements regarding goods ordered and delivery dates;
- (d) Knowingly failing to place orders with manufacturers within a reasonable period of time after the consumer has ordered and paid either a deposit or in full for the furniture;
- (e) Knowingly failing to deliver furniture to consumers who paid advance deposits;
- (f) Knowingly closing and opening new furniture stores with different names and locations to avoid any civil judgment and to continue their scheme at the new locations.

8. The State further alleges that the foregoing conduct by Defendants was in or affecting commerce within the meaning of N.C. Gen. Stat. § 75-1.1 and had a substantial and negative impact thereon.

9. On November 11, 2016, Defendants filed an Answer to the Complaint, denying all of the State's allegations above.

10. On April 28, 2017, Defendants provided information on their financial assets to the State. The financial asset information provided by Defendants on April 28, 2017 served as a material consideration for the State entering into this agreement.

11. By entering into this Consent Judgment, the parties desire to resolve this controversy without further proceedings and agree to the entry of this Consent Judgment.

## **II. CONCLUSIONS OF LAW**

12. This Court has jurisdiction over the parties and the subject matter of this action.

13. Entry of this Consent Judgment is just and proper and in the public interest.

14. Plaintiff's Complaint states a cause of action against Defendants upon which relief may be granted, and the Court finds good and sufficient cause to adopt this agreement of the parties and these findings of fact and conclusions of law as its determination of their respective rights and obligations and for entry of this Consent Judgment.

## **III. PERMANENT INJUNCTION**

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED**, with the consent of the parties and pursuant to N.C. Gen. Stat. § 75-14, that:

15. Defendants and their officers, agents, servants, employees, and any person acting under the actual direction or control of Defendants are hereby permanently restrained and enjoined from: engaging in acts and practices prohibited by North Carolina's Unfair and

Deceptive Trade Practices Act; advertising, offering, soliciting, or entering into agreements with consumers in the State of North Carolina for the purpose of directly or indirectly selling or renting furniture; or accepting advance payment from consumers for any furniture.

#### **IV. PAYMENT TO THE STATE**

**IT IS FURTHER ORDERED, ADJUDGED, AND DECREED**, with the consent of the parties and pursuant to N.C. Gen. Stat. § 75-8, § 75-15.1 and § 75-15.2, that:

16. Defendants shall pay the sum of \$4,000.00 to the Attorney General to be used for attorney's fees, investigative costs, consumer protection enforcement, other consumer protection or restitution purposes, and other purposes allowed by law, at the discretion of the Attorney General. Defendants shall pay the amount set forth above via a cashier's check payable to the "North Carolina Department of Justice" and delivered within 120 calendar days of entry of this Consent Judgment to "The North Carolina Department of Justice, Attention: Daniel Mosteller, 114 West Edenton St., Raleigh, NC 27603."

17. If Defendants do not pay the judgment as specified by Paragraph 16, or if, upon Plaintiff's motion, the Court finds that any Defendant has violated this Consent Judgment in any material way, Defendants shall be jointly and severally liable to Plaintiff State of North Carolina for: 1) consumer restitution in the amount of \$27,500; and 2) a civil penalty of \$185,000, which represents \$5,000 for each of the 37 separate violations of the Unfair and Deceptive Trade Practices Act. Additionally, the Defendants shall be jointly and severally liable to Plaintiff State of North Carolina for this \$212,500 if, upon Plaintiff's motion, the Court finds that Defendants failed to timely and fully disclose any material asset, materially misstated the value of any asset, or made many other material misrepresentation or omission about Defendants' financial assets in the information Defendants provided to the State on April 28, 2017.

**V. MISCELLANEOUS**

18. Regulation of Other Conduct. Nothing in this Consent Judgment is intended to relieve Defendants of their responsibility to comply with all applicable North Carolina laws.

19. Other State Governmental Entities. This Consent Judgment shall not bind any other offices, boards, commissions, or agencies of the State of North Carolina.

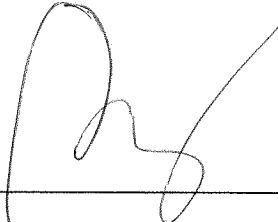
20. Retention of Jurisdiction. The Court retains jurisdiction over this action to take any further action deemed necessary to enforce this Consent Judgment, including imposition of penalties, and to award Plaintiff State of North Carolina judgments for any costs, including attorney's fees, it incurs in the event of noncompliance by any Defendant.

21. Release of Claims. This Consent Judgment shall fully resolve all legal claims and issues raised in the Complaint as to defendants only for their activities up to the date of this Consent Judgment.


**SO ORDERED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

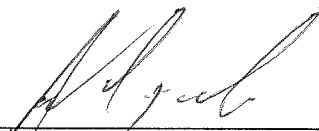
\_\_\_\_\_  
SUPERIOR COURT JUDGE

The parties, by and through, their respective counsel, hereby consent to the terms and conditions of the Consent Judgment as set forth above, and consent to the entry thereof.

  
\_\_\_\_\_  
Paul Bass  
Attorney for Defendants Charlotte Furniture,  
LLC d/b/a Charlotte Furniture Store, Adel  
Judeh, and Nader Judeh.

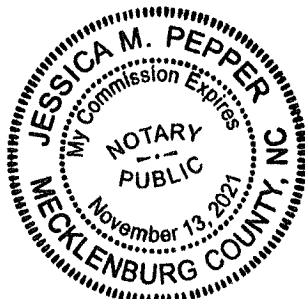
STATE OF NORTH CAROLINA, ex rel.  
JOSH STEIN, ATTORNEY GENERAL

  
\_\_\_\_\_  
Daniel P. Mosteller  
Special Deputy Attorney General

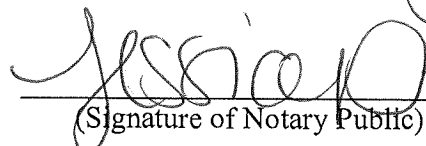
  
\_\_\_\_\_  
Adel Judeh

STATE OF North Carolina  
COUNTY OF Mecklenburg

Sworn to (or affirmed) and subscribed before me this the 23 day of August, 2017.



(seal)

  
\_\_\_\_\_  
(Signature of Notary Public)  
Jessica Pepper  
\_\_\_\_\_  
(Printed Name of Notary Public)

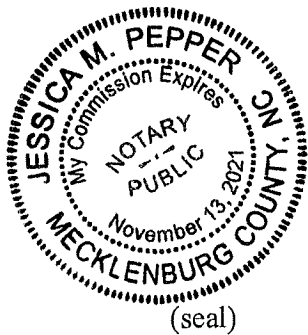
My commission expires: 11/13/21

Nader Judeh  
Nader Judeh

STATE OF North Carolina

COUNTY OF Mecklenburg

Sworn to (or affirmed) and subscribed before me this the 23 day of August, 2017.



Jessica M. Pepper  
(Signature of Notary Public)

Jessica Pepper  
(Printed Name of Notary Public)

My commission expires: 11/13/21

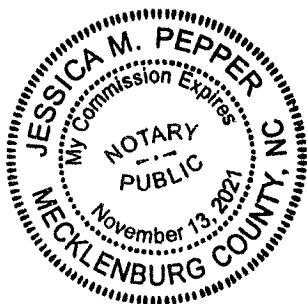
Charlotte Furniture, LLC,  
a North Carolina limited liability company

[Signature]  
Adel Judeh, Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Sworn to (or affirmed) and subscribed before me this the 23 day of August, 2017.



(seal)

[Signature]  
(Signature of Notary Public)

Jessica Pepper  
(Printed Name of Notary Public)

My commission expires: 11/13/21



Per Special Deputy Attorney General Daniel P. Mosteller, a picture of the Judge's signature page as it appears in the official court file follows on the next page.



**V. MISCELLANEOUS**

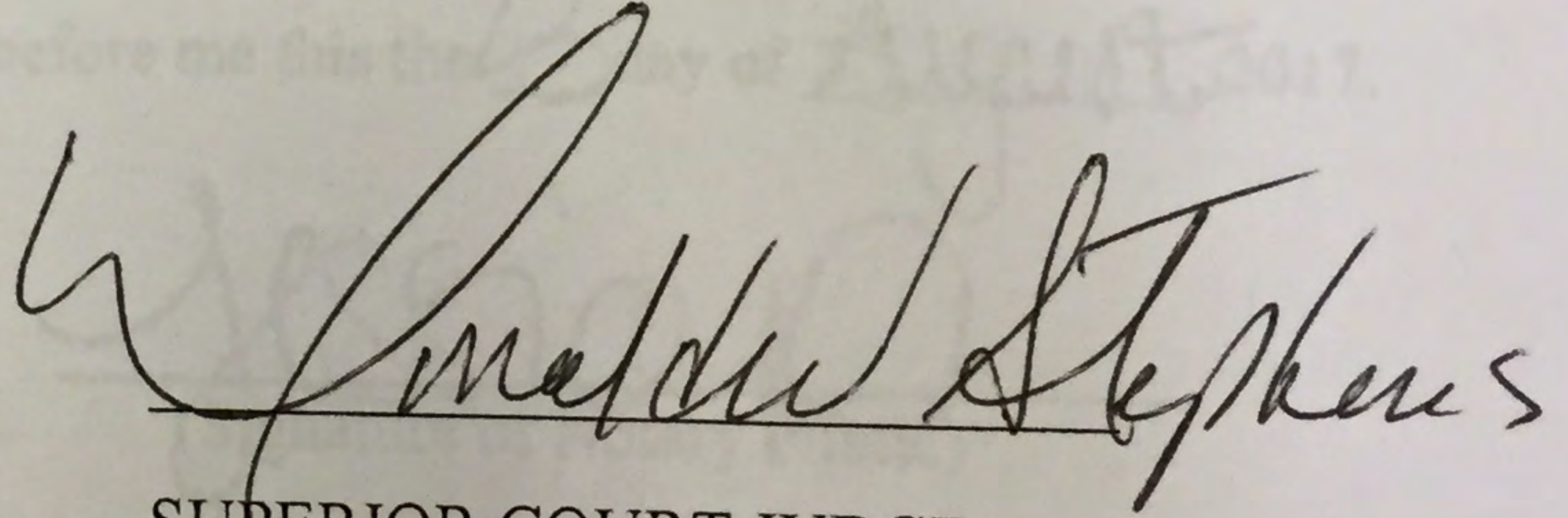
18. Regulation of Other Conduct. Nothing in this Consent Judgment is intended to relieve Defendants of their responsibility to comply with all applicable North Carolina laws.

19. Other State Governmental Entities. This Consent Judgment shall not bind any other offices, boards, commissions, or agencies of the State of North Carolina.

20. Retention of Jurisdiction. The Court retains jurisdiction over this action to take any further action deemed necessary to enforce this Consent Judgment, including imposition of penalties, and to award Plaintiff State of North Carolina judgments for any costs, including attorney's fees, it incurs in the event of noncompliance by any Defendant.

21. Release of Claims. This Consent Judgment shall fully resolve all legal claims and issues raised in the Complaint as to defendants only for their activities up to the date of this Consent Judgment.

SO ORDERED, this 31 day of August, 2017.

  
SUPERIOR COURT JUDGE